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ALLSTATE INSURANCE COMPANY, et al., :
:
Plaintiffs, :
:
A & F MEDICAL P.C., et al. :
:
Defendants. :
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Case No.: 14-cv-6756 (JBW)

ANSWER and
AFFIRMATIVE DEFENSES

Defendant, Karl Bauer D.C. (hereinafter "Bauer") by and through his attorney, Paul F. Condzal, Esq., as and for his answer to Plaintiffs' Complaint states as follows:

1. Admits the allegations in contained in paragrapg 60 of the Plaintiffs' Complaint insofar as they refer to Bauer but denies having sufficient knowledge and information to form a belief as to the truthfulness of the allegations that refer to RB Chiropractic Care.
2. Defendant Bauer denies having sufficient knowledge and information to form a belief as to the truthfulness of the allegations contained in paragraphs 1 through 37, 39, 44, 46, 47 through 59, 62 through 991, and 1004 through 1193 of the Plaintiffs' Complaint.
3. Defendant Bauer denies having sufficient knowledge and information to form a belief as to the truthfulness of the allegations contained in paragraphs 38, 40, 41, 42, 43 and 45 of the Plaintiffs' Complaint exce denies the allegations insofar as they concern defendant Bauer.
4. Defendant Bauer denies the allegations contained in paragraphs 61 and 992 through 1003 of the Plaintiffs' Complaint.

5. Defendant Bauer denies each and every other allegation contained in the Plaintiffs' Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

6. Plaintiffs' Complaint fails to state a claim with respect to defendant Bauer upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

7. Plaintiffs' Complaint fails to set forth allegations with particularity and specificity as requested by Rule 9(b) of the Federal Rules of Civil Procedure.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

8. Plaintiffs' claims are barred against defendant Bauer by Plaintiffs' unclean hands and/or fraudulent conduct.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

9. Plaintiffs' claims are barred by the Statute of Frauds.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

10. Plaintiffs' damages, if any, were caused by Plaintiffs' own actions and/or omissions.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

11. Plaintiffs have ratified the activities, if any, of defendant Bauer.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

12. Plaintiffs' claims are banned by the doctrine of laches and delay.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

13. Plaintiffs' claims are barred by impossibility and impracticability.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

14. Plaintiffs' claims are barred by the doctrines of estoppel and waiver.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

15. Plaintiffs have failed to mitigate their respective damages, if any.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

16. Plaintiffs' Complaint is barred by the applicable Statute of Limitations.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

17. Plaintiffs are barred from recovery as they have failed to comply with the rules and regulations of the State of New York pertaining to no-fault insurance coverage.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

18. Plaintiffs are barred from recovery as any damages allegedly incurred have been recouped through subrogation .

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

19. Plaintiffs are barred from recovery as any alleged damages incurred have been passed through to insureds through the adjustment of insurance rates as reported to the New York Insurance Department.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

20. The individually answering defendant Bauer is not personally liable for the claims in Plaintiffs' Complaint under New York Law including without limitation, the Business Corporation Law.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

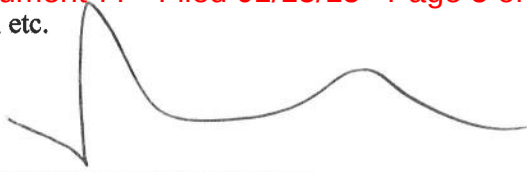
21. Plaintiffs cannot maintain a cause of action for fraud or unjust enrichment derived from a claim for breach of contract.

AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

22. Defendant Bauer hereby incorporates by reference all of these defenses asserted in the Answers of the other co-defendants in this case to the extent they are not inconsistent with his positions herein.

WHEREFORE, defendant Karl Bauer respectfully demands that the Complaint against him be dismissed in its entirety together with such other and different relief as this Court deems just and proper.

Yours, etc.

A handwritten signature in black ink, appearing to read 'Paul F. Condzal', written over a horizontal line.

Paul F. Condzal (PC- 4976)

Attorney for Defendant Karl Bauer

Office & P.O. Address

1330 Avenue of the Americas, Suite 23A

New York, New York 10019

Tel: (212) 688-3637

Fax: (646) 924-3406

Email: condzalesq@msn.com